

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF  
SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, Florida, 33614**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

| <b>Certificate No.</b> | <b>Parcel ID Number</b> | <b>Date</b> | <b>Legal Description</b>  |
|------------------------|-------------------------|-------------|---|
| 4885.0000              | 08-0367-000             | 06/01/2011  | 50-2S3-050<br>E1/2 OF LT 22 ALL LT 23 BLK 15 AERO VISTA PB<br>1 P 31/53 OR 4812 P 381 SEC 50/51 T 2S R 30<br>CA 200 |

**2013 TAX ROLL**

PEDERSEN ROBERT W  
3740 BARRANCAS AVE  
PENSACOLA , Florida 32507

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

GULFLIFT (Matt Sheehan)

Applicant's Signature

11/07/2013

Date

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Nov 7, 2013 / 130866

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 4885.0000**, issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 08-0367-000**

**Certificate Holder:**  
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, FLORIDA 33614

**Property Owner:**  
PEDERSEN ROBERT W  
3740 BARRANCAS AVE  
PENSACOLA, FLORIDA 32507

**Legal Description:** 50-2S3-050

E1/2 OF LT 22 ALL LT 23 BLK 15 AERO VISTA PB 1 P 31/53 OR 4812 P 381 SEC 50/51 T 2S R 30 CA 200

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

| Cert. Year | Certificate Number | Date of Sale | Face Amt | T/C Fee | Interest | Total    |
|------------|--------------------|--------------|----------|---------|----------|----------|
| 2011       | 4885.0000          | 06/01/11     | \$805.26 | \$0.00  | \$130.85 | \$936.11 |

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

| Cert. Year | Certificate Number | Date of Sale | Face Amt | T/C Fee | Interest | Total    |
|------------|--------------------|--------------|----------|---------|----------|----------|
| 2013       | 4395.0000          | 06/01/13     | \$805.54 | \$6.25  | \$40.28  | \$852.07 |
| 2012       | 4774.0000          | 06/01/12     | \$795.43 | \$6.25  | \$104.40 | \$906.08 |

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2013)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
- 
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....( %)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

|            |
|------------|
| \$2,694.26 |
| \$0.00     |
| \$803.40   |
| \$150.00   |
| \$75.00    |
| \$3,722.66 |
|            |
|            |
|            |
|            |
|            |
| \$3,722.66 |
|            |
|            |
|            |
|            |
| \$6.25     |
|            |

\*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA  
Senior Deputy Tax Collector

Date of Sale: 4<sup>th</sup> August 2014

\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

### **Schedule A**

The East 1/2 of Lot 22 and all of Lot 23, Block 15, Second Addition to Aero Vista, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, as filed in Plat of said subdivision Plat Book 1, Page 53, being re-recorded in the Public Records of Escambia County, Florida.

(\$73,000.00)

**PROMISSORY NOTE  
PENSACOLA, FLORIDA**

( August 22 , 2006 )

The undersigned (whether one or more) promises to pay to the order of Community Enterprise Investments, Incorporated, its successor and assigns, a Florida Corporation, not-for-profit, 302 North Barcelona Street, Pensacola, Escambia County, Florida 32502, in lawful money of the United States of America, and installments as hereinafter provides, the principal amount \$73,000.00 together with interest on the part of said principal amount from time to time remaining unpaid hereunder from the rate hereof until maturity at the rate of 8.00% percent per annum. All past due principal and interest on this note shall bear interest from maturity thereof, until paid at the maximum rate permitted under the then applicable laws of State of Florida.

This note, both principal and interest, shall be payable monthly in installments of \$697.63 each, the first such installment being due and payable on or before October 1, 2006 and a like installment being due and payable on or before the same day of each month thereafter until September 1, 2011 when the entire principal including any and all balloon payments then unpaid and all interest then accrued shall be due and payable. The undersigned shall have the right and privilege to prepaying all or any part of this note at any time without any penalty and upon giving thirty (30) days prior written notice to the Lender. All payments on this note shall be applied first to the interest then accrued, and the balance, if any, to principal.

This note is secured by all security agreements, collateral assignments, deeds of trust, mortgages and lien instruments executed by the undersigned in favor of the holder thereof, or executed by any other party as security for this note, including those executed simultaneously herewith, those heretofore executed and those hereafter executed.

This note shall become immediately due and payable, at the option of the holder hereof, without presentment or demand or any notice to the undersigned or any other person obligated hereon, upon default in the payment of any of the principal hereof, or any interest hereon when due, or upon default of any of the above mentioned security agreements, collateral assignments, deeds of trust, mortgages or lien instruments, or upon default by any obligor herein under any other covenant or obligation owing to or due Holder, or if any event occurs or condition exists which authorizes the acceleration of the maturity hereof under any agreement made by the undersigned. Death of the obligor shall constitute a ground for default. A default under any obligation due Holder, shall constitute a default under all obligations due Holder. Upon default, Holder may elect to accelerate the maturity of all obligations owing to Holder by obligor and exercise all rights to insist on immediate payment and pursue all collateral pledged for security of this obligation and any other obligation owing to Holder. If this note is collected by suit or through the Probate or Bankruptcy Court, or any judicial proceeding, or if this note is not paid at maturity, however such maturity may be brought about, and it is placed in the hands of an attorney for collection, then the undersigned agrees to pay a reasonable attorney's fee in addition to all other amounts owing hereunder, including costs of mediation, arbitration, collection, repossession, foreclosure, replevin or otherwise.

The undersigned and all sureties, endorers and guarantors of this note waive demand, presentment for payment, notice of non-payment, protest, notice of protest, and all other notice, filing of suit and diligence in collecting this note or enforcing any of the security hereof, and agree to any substitution, exchange or release of any such security or the release of any party primarily or secondarily liable hereon and further agree that it will not be necessary for any holder hereof, in order to enforce payment by them on this note to first institute suit, or exhaust its remedies against any maker or others liable hereof, or to enforce its right against any security hereof, and consent to any extension for postponement of time payment of this note or any other indulgence with respect hereto, without notice thereof to any of them, and, in the event this note is placed in the hands of an attorney for collection, to pay a reasonable attorney's fee and all costs of collection.

The Borrower agrees to pay to Holder, on demand, a late charge computed as follows to cover the extra expense involved in handling late payments: The late charge will be equal to 5% of any payment that is not paid on or before the due date. In the event that Obligor makes any payment by check or other source and that payment is returned to Holder unpaid due to stopped payment on insufficient funds, then Obligor agrees to pay Holder an additional charge equal to \$30.00.

Notwithstanding the foregoing, the late charge shall never exceed a sum which, when added to the amount paid or agreed to be paid as interest on the principal amount of the Loan, shall cause the yield received by the Holder to exceed the highest lawful rate for interest allowed under applicable law. This late charge provision shall not be deemed to excuse a late payment or be deemed a waiver of any other right Holder may have, including, without limitation, the right to declare the entire unpaid principal and interest immediately due and payable. Any delay or failure by Holder to enforce any rights against Obligor shall not waive the rights of Holder to enforce any such rights in the future in whole or in part. No change or modification of this Note or obligations related hereto shall be valid unless the same is in writing and signed by Obligor and Holder. This transaction shall be governed by the laws of Florida. If any provision of this note or the other loan documents related hereto are invalid, illegal or unenforceable, that provision shall be deleted and this Note and the loan documents shall be interpreted as if the deleted provision never existed, with effort to interpret pursuant to the general intent of the documents.

**PEDERSEN CANVAS**

/s/Robert Pedersen

Robert Pedersen, individually

that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

15. All remedies provided in this Mortgage or the note are distinct and cumulative to any other right or remedy under this Mortgage or the note or afforded by law or equity, and may be exercised concurrently, independently or successively.

16. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.


17. The term "Mortgagee" as used in the Mortgage and the promissory notes hereby secured, shall be deemed to include and mean the Mortgagee, his or her or their heirs, administrators, executors and assigns, and if a corporation, its successors, grantees and assigns; the term "Mortgagor" as used in this Mortgage and promissory notes hereby secured shall be deemed to include and mean the Mortgagor, his or her or their heirs, administrators, executors, grantees and assigns, and if a corporation, its successors, grantees and assigns. The use of the singular shall be construed as the plural whenever the context so requires. The terms "debt" or "obligation", as used in this Mortgage and promissory notes hereby secured, shall be deemed to include all covenants, agreements, and promises of the Mortgagor as herein delineated. All covenants and agreements of Mortgagor shall be joint and several.

18. As used in this Mortgage and in the note, attorney's fees shall include but not be limited to, such fees incurred prior to institution of litigation, or in litigation, including trial and appellate review, and in arbitration, bankruptcy or other administrative or judicial proceedings.

19. In the event the jurisdiction of the U.S. District Court will be invoked by or against the Mortgagor under any of the Chapters or provisions of the United States Bankruptcy Act, such action, whether voluntary or involuntary on the part of the Mortgagor shall automatically, without notice, accelerate the maturity of all sums of money herein described and secured, and the same shall thereupon become due and payable forthwith.

IN WITNESS WHEREOF, the mortgagor has caused this Indenture, consisting of four pages, to be executed the year and day first above written.

Signed, sealed and delivered in our presence:


WITNESS  Karen S. McClammy

 (SEAL)  
Robert W. Pedersen, MORTGAGOR  
711 Brookridge Drive  
Tallahassee, Florida 32305

STATE OF FLORIDA )

COUNTY OF ~~LEON~~ ESCAMBIA

Before me appears Robert W. Pedersen, and the undersigned officer HEREBY CERTIFIES that the person(s) who executed the foregoing mortgage deed were personally known to me, or presented proper ID and this day they personally appeared before me and acknowledged that they voluntarily, knowingly and freely executed the same in the capacity recited in said mortgage deed, and did all things recited in the testimonial clause thereof.

  
Notary Public

Commission Number: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_



Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this Mortgage or change the amount of such installments. If under paragraph 20 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

9. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 11 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

10. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said Mortgage debt or otherwise liable for said Mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the notes and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this Mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

11. If any said sums of money herein referred to be not promptly and fully paid within fifteen days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of the promissory notes and this Mortgage, or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory notes shall become due and payable forthwith automatically and without notice or demand and Mortgagee may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure including but not limited to attorney's fees and costs incurred by reason of said default.

12. In the event of the Mortgagor's default in the performance of any of the terms, provisions, conditions, covenants or agreements of this Mortgage, any loan documents or the promissory notes hereby secured, or if any action or proceeding is commenced which materially affects mortgagee's interest in the Property including but not limited to eminent domain, insolvency, code enforcement and arrangements or proceedings involving a bankrupt or decedent:

a. The Mortgagee (in addition to the rights and remedies herein conferred) shall also have the right to avail itself of the remedies prescribed by Chapter 679 F.S., and all other rights and remedies conferred upon a creditor by virtue of the provisions of the Uniform Commercial Code. The Mortgagor agrees to surrender possession of the property herein described to the Mortgagee on demand; the Mortgagee, its agents or employees, are authorized to enter into and onto and upon any premises where said property may be located for the purpose of repossessing the same.

b. The Mortgagee shall have the right to have a receiver appointed to take charge of, control and manage the mortgaged premises, and to collect and hold the assigned rents and profits accruing there from; such receiver shall be appointed without the necessity of showing insolvency of the Mortgagor or inadequacy of the mortgaged security; all rents, profits, revenues and income arising from the mortgage premises or accruing thereupon shall, upon default of the Mortgagor of any of the terms of the Mortgage or the promissory notes hereby secured, be considered as trust funds, and if collected by the Mortgagor the same shall constitute trust funds and be held in trust for the use and benefit of the Mortgagee, and forthwith delivered upon collection to said Mortgagee. The Mortgagee is excused from giving or filing any bond in a judicial proceeding as required by statute or rules of court as a condition or prerequisite to the appointment of a receiver, issuance of injunction, attachment, garnishment or other provisional remedy, or supersedes in the event an appeal is taken by the Mortgagee. The Mortgagor irrevocably waives such statutory or rule requirements relating to bond.

c. The Mortgagee at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Mortgagee required Mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law. Mortgagor shall pay the amount of all Mortgage insurance premiums in the manner provided under paragraph 3 hereof.

Any amounts disbursed by Mortgagee pursuant to this paragraph with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action hereunder.

d. The Mortgagor irrevocably appoints the Mortgagee or its representative as the agent of the Mortgagor for the following purposes: (a) to enter upon and take possession of, for the account of the Mortgagor, the mortgaged premises and property hereby encumbered (including but not limited to the rents, profits and income accruing there from) until such time as said property, including rents, profits and income, is taken into actual custody by the court and out of such rents, profits and income to pay all obligations of the Mortgagor as herein defined, in the order which the Mortgagee may determine; such acts of the Mortgagee shall not be construed as a waiver of default or estoppels against the Mortgagee to exercise all other rights and privileges herein conferred upon the Mortgagee; (b) to take possession of all tangible personal property hereby encumbered for the account of the Mortgagor, and provide for the safekeeping of the same until such time as said property is taken into actual custody by the court. All costs and expenses, including reasonable attorney's fees thus incurred by the Mortgagee, shall be paid by the Mortgagor and secured by the lien of this mortgage.

13. It is agreed that the provisions, agreements, terms and conditions contained in this Mortgage and promissory notes hereby secured, together with the lien and security hereby created, shall extend and apply to, and govern any and all notes given in extension or renewal of the notes hereby originally secured.

14. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided

for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Mortgagee, together with the future monthly installments of Funds payable prior to due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly installments of Funds. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagee shall pay to Mortgagee any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If under paragraph 11 hereof the Property is sold or the Property is otherwise acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Mortgage.

4. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and paragraphs 1, 2 and 3 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under paragraph 3 hereof, then to interest payable on the Note, then to the principal of this Note.

5. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and the proper transfer forms and fees have been furnished to Mortgagee.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by this Mortgage.

6. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the real or personal Property and shall comply with the provisions of any lease if this Mortgage is on leasehold. If this Mortgage is on a unit in a condominium, Mortgagor shall perform all of Mortgagor's obligations under the declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall keep all improvements, buildings and personal property situated on the above described land in good state of repair, well painted and waterproofed, and shall promptly pay all costs and expenses thereof. Without the written consent of the Mortgagee, the Mortgagor shall not remove, or allow to be removed, the tangible personal property hereby encumbered from the above described real property.

7. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this Mortgage or change the amount of such installments.

8. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as Mortgagee may require (including flood) and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 3 hereof or, if not paid in such manner, by Mortgagor making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include "standard" or "union mortgage" loss payable clause so that the interest of the Mortgagee shall not be invalidated by the act or neglect of the Mortgagor. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

REC  
DOCS 255.50 INT 146.00  
06-081401

PREPARED BY: Community Enterprise Investments, Inc.  
302 N. Barcelona Street  
Pensacola, Florida 32501  
850/595-6234

PENSACOLA, FL 32501  
4300 BAYOU BLVD, SUITE 31  
CITIZENS TITLE GROUP, INC.  
RETURN TO:

#### FIRST MORTGAGE

THIS MORTGAGE is made this 22nd day of August, 2006, by ROBERT W. PEDERSEN, a married man, herein called the Mortgagors, to Community Enterprise Investments, Inc. its successors and assigns herein called the Mortgagee.

Mortgagor in order to secure the repayment of the indebtedness evidenced by the Note (a copy of which is attached hereto as the last page hereof and incorporated herein), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor contained herein and in said note, does hereby mortgage, grant and convey to Mortgagee the following described property in the State of Florida, County of Escambia.

3740 BARRANCAS AVENUE  
Pensacola, Florida 32507

THE MORTGAGOR DOES NOT RESIDE ON DESCRIBED PROPERTY OR CLAIM IT AS HOMESTEAD

together with all buildings, furniture, fixtures, improvements and all other personal property now located upon the above described premises, and which may hereafter become located upon the above described premises, together with all rents, royalties, profits, income and revenue now and hereafter accruing from and upon the above described real and personal property including mineral, oil and gas rights and profits, and water rights. This document shall be deemed a security agreement with regard to all such personal property.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized of said property in fee simple; that the said Mortgagor has full power and lawful right to mortgage, grant and convey said property; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said property; that said property is free from all encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said property in said Mortgagee, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if Mortgagor shall pay to Mortgagee the indebtedness described above and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage then this mortgage shall be released and satisfied by Mortgagee.

For the purpose of inducing the Mortgagee to extend to the Mortgagor the credit hereby evidenced and secured, the Mortgagee and Mortgagor hereby covenant and agree as follows:

1. Mortgagor shall promptly pay when first due all indebtedness secured hereby. This covenant shall be construed to constitute an independent, unequivocal and unconditional obligation on the part of the Mortgagor to pay to the Mortgagee the indebtedness hereby secured.
2. Mortgagor shall:
  - a. Unless paid in accordance with paragraph 3, hereof, promptly pay when due all and singular the taxes, assessments, levies, liabilities, liens and encumbrances of every nature and kind imposed and levied on the above described property or any part thereof; to promptly deliver to the Mortgagee, when received or issued, all official receipts and satisfactions showing performance of the covenants hereof. If the Mortgagor shall default in the performance of the covenants hereof, the said Mortgagee may at any time, without waiving or affecting his option to foreclose, or any right hereunder, pay said taxes, assessments, levies, liabilities and encumbrances, and every payment so made by the mortgagee shall bear interest from the date of payment thereof at the highest rate allowed by law, as stated in the note.
  - b. Promptly pay when due all intangible personal property taxes; occupation, excise, sales and transaction taxes; unemployment and withholding taxes; all licenses of whatsoever kind, including but not limited to alcoholic beverage license; and all other taxes and licenses levied or exacted by any authority relating to the use, operation and business of the Mortgagor conducted on the aforesaid encumbered property; and to promptly deliver or exhibit to the Mortgagee, when received or issued, all official receipts and proof of payment of each of the aforesaid.
  - c. Promptly pay when due all operating, maintenance and servicing charges and costs relating to the real and personal property encumbered by this mortgage, including but not limited to telephone, gas, electricity, water, water connection, sewer, sewer connections, and all other expenses incurred in the use and operation of said encumbered property, and to furnish or exhibit to the Mortgagee proof of the performance of the provisions hereof.
3. Subject to applicable law and upon request by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum (therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments of hazard insurance, plus one-twelfth of yearly premium installments for Mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Unless agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee shall give to Mortgagor without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose

Exhibit "A"

The East one-half (½) of Lot 22 and all of Lot 23, Block 15, Second Addition to Aero Vista, a subdivision of a portion of Section 50 and 51, Township 2 South, Range 30 West, as filed in Plat of said subdivision at page 53, Plat Book 1, being re-recorded in the public records of Escambia County, Florida.

19.50  
210

Prepared by and return to:  
WILLIAM E. FARRINGTON, II  
Wilson, Harrell, Smith, Boles & Farrington, P.A.  
307 South Palafox Street  
Pensacola, Florida 32501  
WHSB&F# 1.31340

DR BK 4812 PG0381  
Escambia County, Florida  
INSTRUMENT 2001-907784  
DEED DOC STAMPS PD & ESC CO \$ 210.00  
12/04/01/EMIE LEE JENSEN, CLERK  
By: *[Signature]*

Parcel I.D. Number: 50-2S-30-5000-220-015

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Reba J. Ponder, an unmarried woman, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto Robert W. Pedersen, an unmarried man, whose address is 6016 Damara Lane, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

### SEE ATTACHED EXHIBIT "A"

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th Day of November, 2001.

Signed, Sealed and Delivered in the presence of:

Sign: *[Signature]*  
Print: *Reba J. Ponder*

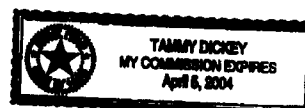
Sign: *[Signature]*  
Print: *Hope Medau*

*[Signature]*  
Reba J. Ponder

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 8th Day of November, 2001, by Reba J. Ponder and , who are personally known to me or who produced  
N/A as identification and did not take an oath.

Sign: *[Signature]*  
Print: *Tammy Dickey*  
NOTARY PUBLIC  
My Commission Expires: 4-5-04  
My Commission Number: \_\_\_\_\_



# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-4-2014

TAX ACCOUNT NO.: 08-0367-000

CERTIFICATE NO.: 2011-4885

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

   X Notify City of Pensacola, P.O. Box 12910, 32521

   X Notify Escambia County, 190 Governmental Center, 32502

   X Homestead for        tax year.

Robert W. Pedersen  
3740 Barrancas Ave.  
Pensacola, FL 32507

Community Enterprise Investments, Inc.  
302 N. Barcelona St.  
Pensacola, FL 32501

Certified and delivered to Escambia County Tax Collector,  
this 9th day of May, 2014.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11153

May 6, 2014

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. That certain mortgage executed by Robert W. Pedersen in favor of Community Enterprise Investments, Inc. dated 08/22/2006 and recorded 08/23/2006 in Official Records Book 5976, page 1840 of the public records of Escambia County, Florida, in the original amount of \$73,000.00.
2. Taxes for the year 2010-2013 delinquent. The assessed value is \$51,192.00. Tax ID 08-0367-000.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11153

May 6, 2014

The East one-half (½) of Lot 22 and all of Lot 23, Block 15, Second Addition to Aero Vista, a subdivision of a portion of Section 50 and 51, Township 2 South, Range 30 West, as filed in Plat of said subdivision at page 53, Plat Book 1, being re-recorded in the public records of Escambia County, Florida.

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-566

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11153

May 6, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 05-06-1994, through 05-06-2014, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Robert W. Pedersen

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

May 6, 2014